



Workshop 6:15pm

Monday, July 28, 2025
310 Mill St, Van Meter, IA 50261

Council Meetings

Van Meter United Methodist Church
100 Hazel St, Van Meter, IA 50261

Joe Herman, Mayor

Council Members

Travis Brott, Mayor Pro Tem

Joel Akers

Blake Grolmus

Quin Pelz

Penny Westfall

City Staff

Liz Faust, City Administrator

Drew McCombs, Public Works Director

Sam Chia, Parks & Rec Director

Jonatha Basye, Library Director

Michael Brown, Police Chief

Mark Schmitt, Fire Chief

John Fatino, Whitfield & Eddy, PLC

Randy Johnson, Veenstra & Kimm, Inc.

Workshop Agenda:

1. Call to Order
2. Approval of Agenda
3. Presentation and Q&A: Iowa Code Enforcement, Harrison VanAusdall
4. Adjournment

Posted: Thursday, July 24, 2025

Agenda Item #1

Call to Order

Mayor: *The time is 6:15pm on Monday, July 28, 2025.*

I hereby call this meeting of the Van Meter City Council to order.

Agenda Item #2

Approval of the Agenda

Submitted for: **ACTION**

Recommendation: **APPROVAL**

Sample Language:

Mayor: Do I hear a motion to approve the agenda?

City Councilmember: _____ ***So moved.***

City Councilmember: _____ ***Second.***

Mayor: Roll Call Please.

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

Mayor: The agenda is adopted.

Agenda Item #3

Introduction, Presentation and Q&A: Harrison Van Ausdall, Iowa Code Enforcement

Submitted for: **Presentation and Q&A**

Code enforcement in Iowa focuses on ensuring properties and structures comply with city and county ordinances, including those related to property maintenance, zoning, and public nuisances. This involves investigating complaints, notifying property owners of violations, and potentially taking further action if the issues are not resolved. Code enforcement aims to improve neighborhood livability, safety, and overall appearance.

In April, the City signed an agreement with Iowa Code Enforcement to provide enforcement services. Harrison is the code enforcement officer that works in Van Meter. He will introduce himself, talk about what he does and answer any questions that Council has for him.

The following are included in the packet:

- Iowa Code Enforcement Agreement
- Example Certified Notice
- Van Meter Code
 - Chapter 50 – Nuisance Abatement Procedures
- Chapters Most Referenced in Abatement Notices
 - Chapter 51 – Junk and Junk Vehicles
 - Chapter 53 – Weeds and Brush

SERVICE PROPOSAL

Iowa Code Enforcement
(the "Contractor")

P.O. Box 130
Hartford, IA 50118

Phone: 515-322-0032

Email: iacodeenforcement@gmail.com

City of Van Meter
(the "City")

310 Mill St
Van Meter, IA 50261

SERVICE OVERVIEW

This proposal outlines the code enforcement services that Iowa Code Enforcement LLC will provide to the City of Van Meter to ensure properties within the city adhere to all applicable municipal codes and ordinances. These services are designed to maintain compliance and order in the community by addressing code violations promptly and effectively. Iowa Code Enforcement LLC will identify violations, notify property owners, and assist the City in maintaining a clean, well-kept community environment.

TEAM EXPERTISE

Harrison VanAusdall, a core member of our team, brings 10 years of experience as a rental inspector. His extensive expertise includes evaluating rental properties for compliance with municipal codes, conducting thorough inspections, and ensuring accurate reporting to support enforcement actions. Harrison's dedication to detail strengthens our team's ability to deliver reliable and efficient code enforcement services.

PROFESSIONAL CERTIFICATIONS

Our team holds the following certifications:

- Property Maintenance & Housing Inspector
- Residential Building Inspector
- Residential Electrical Inspector
- Residential Plumbing Inspector
- Residential Mechanical Inspector
- Commercial Electrical Inspector

These certifications demonstrate our ability to handle a wide range of compliance issues in both residential and commercial settings effectively.

SCOPE OF WORK

Code Enforcement Inspections

- **Routine Inspections:** Conduct regular inspections of residential, commercial, and industrial properties to assess compliance with city codes and ordinances.
- **Complaint-Driven Inspections:** Inspect properties based on complaints received from residents, business owners, or city officials.
- **Inspection Reporting:** Provide detailed inspection reports documenting violations and recommended corrective actions.

Issuance of Notices of Violation

- **First Notice (Certified Mail):** Provide details of the violation, corrective actions required, and a compliance timeline.
- **Second Notice (Certified Mail):** If unresolved, issue a second notice with a final opportunity to address the issue.
- **Third Notice (From City):** If the violation persists, the City Attorney may issue a final notice, which could include legal language, penalties, and enforcement actions.
- **Detailed Notices:** All notices will include:
 - Description of the violation(s) with references to applicable codes.
 - Photographs illustrating the violation(s).
 - Instructions for corrective actions and a compliance timeline.
 - Contact information for Iowa Code Enforcement LLC.

Follow-Up and Enforcement

- Conduct follow-up inspections to confirm compliance within the specified timeline.
- Refer unresolved violations after the second notice to legal authorities for further action if necessary.

Communication

- Maintain regular communication with the City Clerk's office to provide updates on inspections, violations, actions taken, and addressing any questions or concerns.
- All communication will be directed through the City Clerk's office; no direct communication with elected officials will occur.

Reporting and Invoicing

- **Monthly Reporting:** Submit a report summarizing enforcement activities, including inspections conducted, violations identified, property owner details, notices issued, and status of violations from previous months.
- **Monthly Invoicing:** Submit an invoice by the last day of each month, detailing services provided and payment terms. Additional services, if any, will be itemized and included in the same monthly invoice as the flat fee when applicable.

INVESTMENT

Description	Price
Monthly Flat Fee:	\$600/month
Additional Services (Hourly Rate)	\$75.00/hour

What the Monthly Flat Fee Covers:

The flat fee includes up to 8 hours of work per month, encompassing the services listed below. Additional time required beyond this limit will be billed at the hourly rate of \$75.00.

The \$600 flat fee provides comprehensive coverage for all essential code enforcement activities, including:

- **Travel and Inspection Time:** All travel to and from the city, inspection sites, and time spent conducting inspections are fully covered.
- **Routine Inspections:** Includes property inspections and reinspection, along with detailed documentation and photographs.
- **Administrative Work:** Preparing violation notices, tracking compliance timelines, ensuring timely certified mailings (including postage costs, with envelopes provided by the City), and maintaining detailed enforcement records.
- **Communication and Coordination:** Managing routine phone and email correspondence with property owners regarding violations and corrective actions, providing regular updates to the City Clerk's office, attending scheduled meetings with the City Clerk, and ensuring seamless coordination on all code enforcement matters.
- **Council Meetings:** Attending council meetings related to code enforcement matters is fully covered, including preparation and participation as needed.

What the Hourly Rate Covers:

The hourly rate of \$75.00 applies to time worked beyond the 8 hours included in the flat fee and for specialized tasks not covered by the flat fee, such as:

- Managing property cleanup efforts (as needed), including coordinating with contractors or city resources.
 - Preparation and participating in court proceedings for code violations on behalf of Iowa Code Enforcement LLC.
- * Travel time associated with specialized task(s) will be billed at the same hourly rate.

These services will be itemized and included on the same monthly invoice as the flat fee when applicable.

TERM AND TERMINATION

This agreement begins upon the signing between the City and the contractor and will renew automatically unless terminated. The initial term includes a six-month trial period to assess performance and suitability. Either party may terminate the agreement with at least 30 days' written notice. If the City decides not to renew, a 60-day written notice is required before the term's expiration.

The agreement will automatically terminate if:

- The Contractor is unable to perform duties due to death or disability for a cumulative period of 60 business days within any 12-month period.

Upon termination or non-renewal, both parties will be released from further obligations.

NEXT STEPS

To discuss this proposal further or to formalize the agreement, please contact us at:

Iowa Code Enforcement

Phone: 515-322-0032

Email: iacodeenforcement@gmail.com

We look forward to assisting the City of Van Meter in fostering an orderly and well-maintained community.

Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is entered into as of _____, by and between Iowa Code Enforcement LLC, an independent contractor, and Van Meter, a municipal entity.

1. Scope of Services

The Contractor shall provide municipal code enforcement services as outlined in the attached Exhibit A - Service Proposal, including but not limited to inspections, notice issuance, follow-up enforcement, and communication/reporting duties.

2. Term and Termination

This Agreement shall begin upon execution by both parties. The initial term includes a six-month trial period. Thereafter, the agreement will renew automatically unless terminated by either party. Either party may terminate this Agreement with 30 days' written notice. The City must provide 60 days' written notice if choosing not to renew. If the Contractor becomes unable to perform duties due to death or disability for a cumulative period of 60 business days within any 12-month period, the agreement will terminate automatically.

3. Compensation

The City shall pay the Contractor:

- A monthly flat fee of \$600, which includes up to 8 hours of service.
- An hourly rate of \$75 for any additional time or specialized tasks not covered by the flat fee.

Monthly invoices will be submitted by the last day of each month, including itemized details of services rendered. Payment is due within 30 days of receipt.

4. Independent Contractor Relationship

The Contractor shall perform all services as an independent contractor and not as an employee of the City. The Contractor shall be solely responsible for all applicable taxes, insurance, licenses, and benefits.

5. Confidentiality

The Contractor agrees to maintain confidentiality concerning any non-public information obtained through the course of services rendered under this Agreement.

6. Entire Agreement

This Agreement, including Exhibit A (Service Proposal), constitutes the entire agreement between the parties and supersedes all prior negotiations or understandings.

7. Governing Law

This Agreement shall be governed by the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of Van Meter

By: _____

Name: _____

Title: _____

Date: _____

Iowa Code Enforcement LLC

By: _____

Name: Harrison VanAusdall

Title: Owner

Date: _____

Iowa Code Enforcement

P.O. Box 130 Hartford, IA 50118
515-322-0032
iacodeenforcement@gmail.com

NOTICE OF VIOLATION

02/03/2025

Violation Location: 301 Percival Ave
Date Violation found: 01/25/2025
The violation must be brought into compliance by **02/24/2025**.

To Whom it May Concern:

This letter serves as a **formal notification** that an inspection was conducted at **301 Percival Ave** on **01/25/2025**, and the property was found to be in violation of the **Dallas Center Municipal Code** and/or **International Property Maintenance Code (IPMC)**. Below are the specific findings:

1. **Dallas Center Municipal Code Section 165.43 (5):** All off-street parking and loading areas and access roadways shall be paved with asphaltic or Portland cement concrete pavement. Off-street parking, except in the "C-1" Traditional Central Business District, of automobiles, vans, campers, trucks, trailers, tractors, recreational vehicles, boats, construction equipment, and any other motor vehicle equipped for street and highway travel shall be on an asphaltic or Portland cement concrete paved parking area that extends the entire length of the vehicle.

Photographs documenting these violations are included with this notice for your reference.

You are required to correct the above violations by **02/24/2025**, 21 days from the date of this notice. The following corrective actions must be taken:

- **Action for Violation #1:** Move the trailer from the unpaved surface and park it on a properly paved area with asphalt or Portland cement concrete.

Failure to comply within the specified timeframe may result in additional enforcement actions.

If you believe this notice was issued in error or wish to dispute the findings, you have the right to appeal. Appeals must be submitted in writing to the **City Clerk** within **15 days** of receiving this notice.

If you have any questions or need further clarification, please contact us:

- **Phone:** 515-322-0032
- **Email:** iacodeenforcement@gmail.com

Please address the violations promptly to avoid further enforcement actions. Your cooperation in resolving these matters is greatly appreciated.

Sincerely,

Harrison VanAusdall

Lead Inspector

Iowa Code Enforcement

City of Dallas Center



301 Percival Ave, Dallas Center

Sat, Jan 25, 2025 4:51 PM CST

Timemark

CHAPTER 50

NUISANCE ABATEMENT PROCEDURE

50.01 Definition of Nuisance
50.02 Nuisances Enumerated
50.03 Other Conditions
50.04 Nuisances Prohibited

50.05 Nuisance Abatement
50.06 Abatement of Nuisance by Written Notice
50.07 Municipal Infraction Abatement Procedure

50.01 DEFINITION OF NUISANCE.

Whatever is injurious to health, indecent, or unreasonably offensive to the senses, or an obstruction to the free use of property so as essentially to interfere unreasonably with the comfortable enjoyment of life or property is a nuisance.

(Code of Iowa, Sec. 657.1)

50.02 NUISANCES ENUMERATED.

The following subsections include, but do not limit, the conditions that are deemed to be nuisances in the City:

(Code of Iowa, Sec. 657.2)

1. Offensive Smells. Erecting, continuing, or using any building or other place for the exercise of any trade, employment, or manufacture that, by occasioning noxious exhalations, unreasonably offensive smells, or other annoyances, becomes injurious and dangerous to the health, comfort, or property of individuals or the public.

2. Filth or Noisome Substance. Causing or suffering any offal, filth, or noisome substance to be collected or to remain in any place to the prejudice of others.

3. Impeding Passage of Navigable River. Obstructing or impeding without legal authority the passage of any navigable river, harbor, or collection of water.

4. Water Pollution. Corrupting or rendering unwholesome or impure the water of any river, stream, or pond, or unlawfully diverting the same from its natural course or state, to the injury or prejudice of others.

5. Blocking Public and Private Ways. Obstructing or encumbering, by fences, buildings or otherwise, the public roads, private ways, streets, alleys, commons, landing places, or burying grounds.

6. Billboards. Billboards, signboards, and advertising signs, whether erected and constructed on public or private property, that so obstruct and impair the view of any portion or part of a public street, avenue, highway, boulevard or alley or of a railroad or street railway track as to render dangerous the use thereof. **(See also Section 62.06)**

7. Storing of Flammable Junk. Depositing or storing of flammable junk, such as old rags, rope, cordage, rubber, bones and paper, by dealers in such articles within the fire limits of the City, unless in a building of fireproof construction. **(See also Chapter 51)**

8. Air Pollution. Emission of dense smoke, noxious fumes, or fly ash.

9. Weeds, Brush. Dense growth of all weeds, vines, brush, or other vegetation in the City so as to constitute a health, safety, or fire hazard.

10. Dutch Elm Disease. Trees infected with Dutch elm disease. **(See also Chapter 150)**

11. Airport Air Space. Any object or structure hereafter erected within 1,000 feet of the limits of any municipal or regularly established airport or landing place, which may endanger or obstruct aerial navigation including take-off and landing, unless such object or structure constitutes a proper use or enjoyment of the land on which the same is located.

12. Houses of Ill Fame. Houses of ill fame, kept for the purpose of prostitution and lewdness; gambling houses; places resorted to by persons participating in criminal gang activity prohibited by Chapter 723A of the *Code of Iowa* or places resorted to by persons using controlled substances, as defined in Section 124.101 of the *Code of Iowa*, in violation of law, or houses where drunkenness, quarreling, fighting or breaches of the peace are carried on or permitted to the disturbance of others.

50.03 OTHER CONDITIONS.

The following chapters of this Code of Ordinances contain regulations prohibiting or restricting other conditions that are deemed to be nuisances:

1. Junk and Junk Vehicles **(See Chapter 51)**
2. Storage and Disposal of Solid Waste **(See Chapter 105)**
3. Trees **(See Chapter 150)**

50.04 NUISANCES PROHIBITED.

The creation or maintenance of a nuisance is prohibited, and a nuisance, public or private, may be abated in the manner

provided for in this chapter or State law.

(Code of Iowa, Sec. 657.3)

50.05 NUISANCE ABATEMENT.

Whenever any authorized municipal officer finds that a nuisance exists, such officer has the authority to determine on a case-by-case basis whether to utilize the nuisance abatement procedure described in Section 50.06 of this chapter or the municipal infraction procedure referred to in Section 50.07.

(Code of Iowa, Sec. 364.12[3h])

50.06 ABATEMENT OF NUISANCE BY WRITTEN NOTICE.

Any nuisance, public or private, may be abated in the manner provided for in this section:

(Code of Iowa, Sec. 364.12[3h])

1. Contents of Notice to Property Owner. The notice to abate shall contain: ^{† 3}

- A. Description of Nuisance. A description of what constitutes the nuisance.
- B. Location of Nuisance. The location of the nuisance.
- C. Acts Necessary to Abate. A statement of the act or acts necessary to abate the nuisance.
- D. Reasonable Time. A reasonable time within which to complete the abatement.

E. Assessment of City Costs. A statement that if the nuisance or condition is not abated as directed and no request for hearing is made within the time prescribed, the City will abate it and assess the costs against the property owner.

2. Method of Service. The notice may be in the form of an ordinance or sent by certified mail to the property owner.

(Code of Iowa, Sec. 364.12[3h])

3. Request for Hearing. Any person ordered to abate a nuisance may have a hearing with the Council as to whether a nuisance exists. A request for a hearing must be made in writing and delivered to the Clerk within the time stated in the notice, or it will be conclusively presumed that a nuisance exists and it must be abated as ordered. The hearing will be before the Council at a time and place fixed by the Council. The findings of the Council shall be conclusive and, if a nuisance is found to exist, it shall be ordered abated within a reasonable time under the circumstances.

4. Abatement in Emergency. If it is determined that an emergency exists by reason of the continuing maintenance of the nuisance or condition, the City may perform any action that may be required under this chapter without prior notice. The City shall assess the costs as provided in Subsection 6 of this section after notice to the property owner under the applicable provisions of Subsections 1 and 2, and the hearing as provided in Subsection 3.

(Code of Iowa, Sec. 364.12[3h])

5. Abatement by City. If the person notified to abate a nuisance or condition neglects or fails to abate as directed, the City may perform the required action to abate, keeping an accurate account of the expense incurred. The itemized expense account shall be filed with the Clerk, who shall pay such expenses on behalf of the City.

(Code of Iowa, Sec. 364.12[3h])

6. Collection of Costs. The Clerk shall send a statement of the total expense incurred by certified mail to the property owner who has failed to abide by the notice to abate, and if the amount shown by the statement has not been paid within one month, the Clerk shall certify the costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

(Code of Iowa, Sec. 364.12[3h])

7. Installment Payment of Cost of Abatement. If the amount expended to abate the nuisance or condition exceeds \$500.00, the City may permit the assessment to be paid in up to 10 annual installments, to be paid in the same manner and with the same interest rates provided for assessments against benefited property under State law.

(Code of Iowa, Sec. 364.13)

8. Failure to Abate. Any person causing or maintaining a nuisance who shall fail or refuse to abate or remove the same within the reasonable time required and specified in the notice to abate is in violation of this Code of Ordinances.

Notes

† **EDITOR'S NOTE:** A suggested form of notice for the abatement of nuisances is included in the Appendix of this Code of Ordinances. Caution is urged in the use of this administrative abatement procedure, particularly where cost of abatement is more than minimal or where there is doubt as to whether or not a nuisance does in fact exist. If compliance is not secured following notice and hearings, we recommend you review the situation with your attorney before proceeding with abatement and assessment of costs. Your attorney may recommend proceedings in court under Chapter 657 of the *Code of Iowa* rather than this procedure.

50.07 MUNICIPAL INFRACTION ABATEMENT PROCEDURE.

In lieu of the abatement procedures set forth in Section 50.06, the requirements of this chapter may be enforced under the procedures applicable to municipal infractions as set forth in Chapter 3 of this Code of Ordinances.

51.01 DEFINITIONS.

For use in this chapter, the following terms are defined:

1. "Junk" means all old or scrap copper, brass, lead, or any other non-ferrous metal; old or discarded rope, rags, batteries, paper, trash, rubber, debris, waste or used lumber, or salvaged wood; dismantled vehicles, machinery and appliances or parts of such vehicles, machinery or appliances; iron, steel or other old or scrap ferrous materials; old or discarded glass, tinware, plastic or old or discarded household goods or hardware. Neatly stacked firewood located on a side yard or a rear yard is not considered junk.
2. "Junk vehicle" means any vehicle legally placed in storage with the County Treasurer or unlicensed and having any of the following characteristics:
 - A. Broken Glass. Any vehicle with a broken or cracked windshield, window, headlight or tail light, or any other cracked or broken glass.
 - B. Broken, Loose, or Missing Part. Any vehicle with a broken, loose, or missing fender, door, bumper, hood, steering wheel or trunk lid.
 - C. Habitat for Nuisance Animals or Insects. Any vehicle that has become the habitat for rats, mice, snakes, or any other vermin or insects.
 - D. Flammable Fuel. Any vehicle that contains gasoline or any other flammable fuel.
 - E. Inoperable. Any motor vehicle that lacks an engine or two or more wheels or other structural parts, rendering said motor vehicle totally inoperable, or that cannot be moved under its own power or has not been used as an operating vehicle for a period of 30 days or more.
 - F. Defective or Obsolete Condition. Any other vehicle that, because of its defective or obsolete condition, in any other way constitutes a threat to the public health and safety.

Mere licensing of such vehicle shall not constitute a defense to the finding that the vehicle is a junk vehicle.

3. "Vehicle" means every device in, upon, or by which a person or property is or may be transported or drawn upon a highway or street, except devices moved by human power or used exclusively upon stationary rails or tracks, and includes without limitation a motor vehicle, automobile, truck, motorcycle, tractor, buggy, wagon, farm machinery, or any combination thereof.

CHAPTER 53

WEEDS AND BRUSH

53.01 Weeds and Brush
53.02 Mowing of Properties
53.03 City Mowing Charge

53.04 Method of Notice
53.05 Method of Billing
53.06 Non-Zoning Variance Procedure

53.01 WEEDS AND BRUSH.

Dense growth of all weeds, vines, brush or other vegetation in the City can constitute a health, safety, or fire hazard. Unless a variance is allowed by resolution of the Council pursuant to Section 53.06, weeds, brush, or other uncultivated plants, except trees, shall be cut, mowed, and maintained so as to not exceed the heights set forth specifically in this chapter.

53.02 MOWING OF PROPERTIES.

Any property within the City, other than property used and taxed as agricultural, whether vacated or non-vacated, is required to be mowed prior to the vegetation reaching a height of 10 inches. Once the vegetation has reached the height of 10 inches to 24 inches, the City will arrange to mow the property at the property owner's expense. Property used and taxed as agricultural is exempt from this chapter's height and mowing requirements.

53.03 CITY MOWING CHARGE.

Any property which is not mowed may be mowed by the City or its agents, and a fee of \$75.00 per hour (with a minimum of one hour and any additional time over the first hour billed in half-hour increments), plus an administrative surcharge of \$100.00, will be charged to the property owner. Any property owner who fails to mow his or her property, thus allowing the same to be mowed by the City or its agents, and who does not provide payment for the mowing as required, will be assessed by the City for such costs, which will be collected in the same manner as general property taxes.

53.04 METHOD OF NOTICE.

Annual publication of the ordinance codified in this chapter will serve as notice to property owners.

53.05 METHOD OF BILLING.

Any billings for mowing done by the City or its agents are to be sent by regular mail and are payable within 30 days of the billing date.

53.06 NON-ZONING VARIANCE PROCEDURE.

A non-zoning variance is a case-by-case deviation from this chapter only, when it is demonstrated that compliance with this chapter would be a practical impossibility and/or upon showing of good cause, an alternative to this chapter is provided that conforms to the general intent and spirit of this chapter. The Grounds Official shall be the Public Works Director. Any individual may apply to the Grounds Official for a non-zoning variance from this chapter. Procedures for granting variances from this chapter are as follows:

1. Application. Any individual seeking a non-zoning variance shall submit a written application to the Grounds Official. The application shall be submitted at the time the applicant becomes aware of the reason necessitating the non-zoning variance, but under no circumstances shall an application be considered after a violation under this chapter has occurred. The application shall state the provision from which a non-zoning variance is being sought, the period of time it is to apply, the reason for which the non-zoning variance is sought, and any other supporting information which the Grounds Official may reasonably require.

2. The Grounds Official shall decide, on the basis of the application, whether to grant or deny the non-zoning variance and what conditions or terms, if any, shall be attached. The decision of the Grounds Official shall be final, unless appealed within five days of the Grounds Official's decision to the City Council.

3. Review Considerations. The Grounds Official, for an initial decision, and the Council, on review, shall consider:

- A. The character and nature of the property under consideration.
- B. Whether the public health, safety or welfare is endangered by granting the non-zoning variance.
- C. Whether compliance with the provision would produce no benefit to the public.
- D. Whether a previous non-zoning variance has been previously issued and the applicant's record of compliance.

4. Time Duration of Non-Zoning Variance. A non-zoning variance may be granted for a specific time interval only.

5. Council's Action. At the next regularly scheduled meeting, the Council shall, by resolution, deny the non-zoning variance, approve it, or approve it subject to conditions. The Council's decision shall be final for purposes of any right to review under applicable law when that decision is reduced to writing and signed.

6. Revocation. The Council may at any time before or during the operation of a non-zoning variance granted by the Council or the Grounds Official revoke the variance for good cause.

Agenda Item #4

Adjournment

Submitted for: **ACTION**

Recommendation: **APPROVAL**

Sample Language:

Mayor: *With no further business, do I hear a motion to adjourn?*

City Councilmember: _____ ***So moved.***

City Councilmember: _____ ***Second.***

Mayor: ***Roll Call Please.***

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

Mayor: *This meeting is adjourned at _____pm. Thank you.*